

MEMO ENDORSED

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March 22, 2021

Via ECF

Chambers of Hon. Valerie Caproni, United States District Judge
U.S. District Court for the Southern District of New York
40 Foley Square, Room 240
New York, NY 10007

Re: *HC2 Station Group, Inc. v. Radiant Life Ministries, Inc.*, Case No. 1:20-cv-01861-
VEC: Joint Update Regarding Pending Prospective Settlement

Dear Judge Caproni:

Pursuant to section 2.C of this Court's Individual Practices in Civil Cases and this Court's March 10, 2021 Order, ECF No. 41, Plaintiff HC2 Station Group, Inc. ("HC2") and Defendants Radiant Life Ministries, Inc. ("RLM") and Michael Jerome Daly, Esq. ("Daly" and, collectively with HC2 and RLM, the "Parties"), by their respective undersigned attorneys, jointly write to provide the Court with an update on the prospective settlement and voluntary dismissal of this litigation. HC2 and Faith Broadcasting Network, Inc. (an entity under common ownership and control with RLM) have now entered into a written asset purchase agreement (the "APA") that includes material terms providing for the execution of a settlement agreement and the voluntary dismissal of this litigation, with prejudice, in connection with the closing of the transaction set forth in that APA.

The APA is subject to review by and consent from the Federal Communications Commission (the "FCC"), the timing and outcome of which cannot be predicted with certainty. Consequently, in order to avoid incurring unnecessary legal fees and expenses pending receipt of such FCC consent and the fulfillment of any other conditions precedent to the closing of that transaction, the Parties now jointly request that this Court stay all deadlines and conference dates in this case until either (a) Plaintiff voluntarily dismisses this case, with prejudice, in connection with the closing of the transaction set forth in the APA or (b) the Parties file with the Court, by no later than **July 8, 2021**, a further joint update on the status of the prospective settlement.

The Parties respectively preserve their previously stated positions (e.g., with respect to the service of contention interrogatories) and, in the event that this litigation is not settled and voluntarily dismissed, will work collaboratively to conclude documentary and written discovery and schedule and conduct depositions, by videoconference or other suitable means in light of public health restrictions.

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The Parties have made six prior requests to extend certain discovery deadlines and pretrial conference dates (by joint letters dated August 10, 2020, October 5, 2020, November 10, 2020, January 8, 2021, February 8, 2021, and March 8, 2021), and all Parties consent to the new dates proposed herein.

Respectfully submitted,

S/ Matthew J. Reynolds
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Esq.*

Application GRANTED. By no later than **Thursday, July 8, 2021**, the parties must either voluntarily dismiss this action or file a joint update on the status of the settlement.

The Clerk of Court is respectfully directed to stay this case.

SO ORDERED.



Date: March 22, 2021

HON. VALERIE CAPRONI
UNITED STATES DISTRICT JUDGE